

## ARTICLE XIV

### CUSTOMS DUTIES, TAXES, AND SIMILAR CHARGES

14.1. Customs duties, import and export taxes, and similar charges shall be administered in accordance with each Party's respective laws and regulations. Insofar as existing national laws and regulations permit, the Parties shall endeavor to ensure that such readily identifiable duties, taxes and similar charges, as well as quantitative or other restrictions on imports and exports, are not imposed in connection with work carried out under this Agreement.

14.2. Each Party shall use its best efforts to ensure that customs duties, import and export taxes, and similar charges are administered in a manner favorable to the efficient and economical conduct of the work. If any such duties, taxes, or similar charges are levied, the Party in whose country they are levied shall bear such costs.

## ARTICLE XV

### SETTLEMENT OF DISPUTES

15.1. Disputes between the Parties arising under or relating to this Agreement shall be resolved only by consultation between the Parties and shall not be referred to a national court, an international tribunal, or to any other person or entity for settlement.

## ARTICLE XVI

### LANGUAGE

16.1. The working language for the Program shall be the English language.

16.2. All data and information generated under this Agreement and its implementing Contracts and provided by one Party to the other Party shall be furnished in the English language.

## ARTICLE XVII

### GENERAL PROVISIONS

17.1. All activities of the Parties under this Agreement shall be carried out in accordance with their national laws including their export control laws and export control regulations. The obligations of the Parties shall be subject to the availability of funds for such purposes.

17.2. No requirement shall be imposed by either Party for work sharing or other industrial or commercial compensation in connection with this Agreement that is not in accordance with this Agreement.

## ARTICLE XVIII

### AMENDMENT, TERMINATION, ENTRY INTO FORCE, AND DURATION

18.1. Except as otherwise provided, this Agreement may be amended by the mutual written agreement of the Parties. Annex A (Sample Task Plan) of this Agreement may be amended by the written approval of the SC.

18.2. This Agreement may be terminated at any time upon the written agreement of the Parties. In the event both Parties agree to terminate this Agreement, the Parties shall consult prior to the date of termination to ensure termination on the most economical and equitable terms.

18.3. Either Party may terminate this Agreement upon 90 days written notification of its intent to terminate to the other Party. Such notice shall be the subject of immediate consultation by the SC to decide upon the appropriate course of action to conclude the activities under this Agreement. In the event of such termination, the following rules shall apply:

18.3.1. The terminating Party shall continue participation, financial or otherwise, up to the effective date of termination.

18.3.2. Except as to Contracts awarded on behalf of both Parties, each Party shall be responsible for its own Program-related costs associated with termination of the Program. For Contracts awarded on behalf of both Parties, the terminating Party shall pay all Contract modification or termination costs that would not otherwise have been incurred but for the decision to terminate; in no event, however, shall a terminating Party's total financial contribution, including Contract termination costs, exceed that the sum of that Party's financial contributions as set forth in each of the Task Plans.

18.3.3. All Program Information and rights therein received under the provisions of this Agreement prior to the termination shall be retained by the Parties, subject to the provisions of this Agreement.

18.4. The respective rights and obligations of the Parties regarding Article VII (Program Equipment), Article VIII (Disclosure and Use of Program Information), Article IX (Controlled Unclassified Information), Article XI (Security), Article XII (Third Party Sales and Transfers), Article XIII (Liability and Claims), and this Article XVIII (Amendment, Termination, Entry into Force, and Duration) shall continue to apply, notwithstanding termination or expiration of this Agreement.

18.5. This Agreement, which consists of eighteen (18) Articles and one (1) Annex, shall enter into force upon signature by both Parties and shall remain in force for ten years. It may be extended by written agreement of the Parties.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their governments, have signed this Agreement.

DONE, in duplicate, in the English language.

FOR THE DEPARTMENT OF DEFENSE  
OF THE UNITED STATES OF  
AMERICA

  
\_\_\_\_\_  
Signature

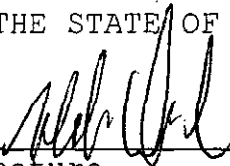
Thomas W. O'Connell  
\_\_\_\_\_  
Name

Assistant Secretary  
\_\_\_\_\_  
Title

07 FEB 2005  
\_\_\_\_\_  
Date

Washington, D.C.  
\_\_\_\_\_  
Location

FOR THE MINISTRY OF DEFENSE  
OF THE STATE OF ISRAEL

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name **MINISTRY OF DEFENCE**  
**DEPARTMENT OF FINANCE**  
**DAVID ALCHULI**  
\_\_\_\_\_  
Title **DEPUTY COMPTROLLER**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Location

FOR THE MINISTRY OF DEFENSE  
OF THE STATE OF ISRAEL

S. Keren  
Signature

Ret. Shmuel Keren  
Name Director of DDRD  
I.M.O.D

Title

Date

Location

A. Yaron  
Signature

MG (ret.) Amos Yaron

Name

1MOD Director General

Title

24/3/05

Date

Location



ANNEX A

SAMPLE TASK PLAN

TASK PLAN ###

UNDER

THE UNITED STATES/ISRAEL MEMORANDUM OF AGREEMENT  
ON COMBATING TERRORISM RESEARCH AND DEVELOPMENT

SIGNED \_\_\_\_\_

BETWEEN

THE DEPARTMENT OF DEFENSE  
OF THE UNITED STATES OF AMERICA

AND

THE MINISTRY OF DEFENCE OF THE STATE  
OF ISRAEL  
CONCERNING

(FULL DESIGNATION OF THE TASK)

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## INTRODUCTION

This Task Plan ### governs the Task entitled \_\_\_\_\_ in accordance with the Memorandum of Agreement between the Department of Defense of the United States of America and the Ministry of Defense of the State of Israel Concerning Combating Terrorism Research and Development (CTRD) (hereinafter the Agreement).. The provisions of that Agreement are specifically incorporated by reference into this Task Plan. If there is any inconsistency between the Task Plan and the Agreement, the Agreement takes precedence.

(Describe the project requirements.)

## DEFINITION OF TERMS AND ABBREVIATIONS

(Define only those terms used in this Task Plan that are not defined in the CTRD Agreement.)

| TERM | DEFINITION/ABBREVIATION |
|------|-------------------------|
|------|-------------------------|

## OBJECTIVES

The objectives of the project entitled \_\_\_\_\_ are:

- 1.
- 2.

## STATEMENT OF WORK

(Describe how the Parties will[or "intend to" if non-binding] attain their objectives.)

## SHARING OF WORK

The allocation of the work is as follows:

The U.S. Party [will] [if non-binding change to "intends to"]:

The Israeli Party [will] [if non-binding change to "intends to"]:

#### BREAKDOWN AND SCHEDULE OF WORK

| Milestone | Due Date<br>(Months ARO) | Budget (\$K)<br>US |
|-----------|--------------------------|--------------------|
|-----------|--------------------------|--------------------|

The Task Managers will ("should" if non-binding) transmit quarterly status reports to the PMs.

#### FINANCIAL PROVISIONS

The Parties estimate the cost to perform the STATEMENT OF WORK under this Task Plan to be \$\_\_\_\_\_. The following estimates apply:

|  | <u>FYxx</u> | <u>FYxx</u> | <u>Total</u> |
|--|-------------|-------------|--------------|
| U.S. Party Financial Contributions               |             |             |              |
| U.S. Party Non-Financial Contributions           |             |             |              |
| Israeli Party Financial Contributions            |             |             |              |
| Israeli Party Non-Financial Contributions        |             |             |              |
| Total Financial and Non-Financial Contributions: |             |             |              |

Any cooperative efforts of the parties over and above the jointly agreed work set forth in the Statement of Work and Sharing of Work sections, or which exceed the Parties' total financial and non-financial contributions established in this Task Plan, will be subject to amendment of this Task Plan or require approval of a new Task Plan.

#### MANAGEMENT

Article IV (MANAGEMENT (ORGANIZATION AND RESPONSIBILITY)) of the CTRD Agreement applies. The Task Managers are:

|                |              |       |
|----------------|--------------|-------|
| United States: | Name         | _____ |
|                | Organization | _____ |
|                | Address      | _____ |

|         |              |       |
|---------|--------------|-------|
|         | Telephone    | _____ |
|         | Facsimile    | _____ |
|         | E-mail       | _____ |
| Israel: | Name         | _____ |
|         | Organization | _____ |
|         | Address      | _____ |
|         | Telephone    | _____ |
|         | Facsimile    | _____ |
|         | E-mail       | _____ |

PRINCIPLE ORGANIZATIONS INVOLVED

United States:

Israel:

LOAN OF MATERIELS, SUPPLIES AND EQUIPMENT

(Identify any Project Equipment to be transferred under this Task Plan.)

DISPOSITION OF DELIVERIES

(Identify the disposition of the prototype or any other product developed under this Task.)

CLASSIFICATION

The highest level of Classified Information that may be exchanged under this Task Plan is:

Proposed by:

Task Manager for the United  
States:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Location

Endorsed by:

The Program Manager for the  
United States:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Location

Task Manager for Israel:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Location

The Program Manager for Israel:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Location

Approved by:

The SC Representative for the  
U.S. DoD:

The SC Representative for the  
Israeli MOD:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Location

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Location